

M.L.F.#1

NO. _____



CITY CLERK'S OFFICE
CITY OF CHICOPEE

CITY OF CHICOPEE
MASSACHUSETTS

2008 FEB -1 A 11:46

JANUARY 31, 2008

ORDERED THAT THE SUM OF SIX THOUSAND THREE HUNDRED FIFTY SEVEN AND 64/100 DOLLARS (\$6,357.64) BE AND HEREBY IS APPROPRIATED TO THE FOLLOWING NAMED ACCOUNT:

CITY CLERK SALARY ACCOUNT FOR PART TIME CLERK
(ACCT # 11610001-515100))

SAID AMOUNT IS TO BE TAKEN FROM AVAILABLE FUNDS IN THE UNDESIGNATED FUND BALANCE "FREE CASH" ACCOUNT.

Recommended by Michael A. Bennett Mayor

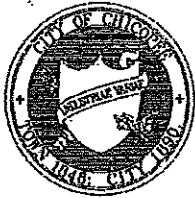
Introduced by Aldermen _____

Aldermanic Action: _____

Presented to the Mayor for approval _____
Date _____

Approved _____ Mayor

Returned to City Clerk _____ Attest _____ City Clerk
Date _____



City of Chicopee, Massachusetts

Office of the City Clerk

Keith W. Rattell
City Clerk

Jan Lee Nash
Assistant City Clerk

City Hall - 17 Springfield Street - Chicopee, MA 01013

Tel: (413) 594-1466 Fax: (413) 594-1469

www.chicopeema.gov

January 28, 2008

Mayor Michael D. Blissonnette
Mayor's Office
17 Springfield Street
Chicopee, MA 01013

Dear Mayor Blissonnette,

The funding for our part-time clerk will run out within two weeks. As per our discussion regarding staffing in the City Clerk's Office, I will ask Auditing to calculate the amount needed to fund the position until the end of the fiscal year.

Thank you in advance for your co-operation in this matter and for your understanding of the future needs of this department.

Sincerely,

Keith W. Rattell
City Clerk

KWR/jln

cc: Sharyn Riley
City Auditor

**AUDITING DEPARTMENT
CITY OF CHICOPEE**

January 28, 2008

11610001-515100 CITY CLERK – PART TIME CLERK

Balance in account as of week ending
January 11, 2008 \$ 472.81

January 14, 2008 to June 30, 2008 there were 121 days. The Part Time Clerk works 4.20 hrs. per day at \$13.44 per hour.

4.20 hrs. per day x 13.44 = \$56.45 per day x 121 days = \$6,830.45

Balance in account as of 1/11/08 - 472.81

Amount needed to fund to end of fiscal year \$6,357.64

No. _____

M.Lf.#2



CITY OF CHICOPEE MASSACHUSETTS

JANUARY 30, 2008

ORDERED THAT THE SUM OF FOUR THOUSAND SIX HUNDRED FIVE AND 75/100 DOLLARS
(\$4,605.75) BE AND HEREBY IS APPROPRIATED TO THE FOLLOWING NAMED ACCOUNT:

TREASURERS SALARY ACCOUNT FOR ACTING ASSISTANT TREASURER

SAID AMOUNT IS TO BE TAKEN FROM AVAILABLE FUNDS IN THE TREASURERS SALARY
ACCOUNT FOR ASSISTANT TREASURER (ACCT # 11450001-514020).

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2008 FEB - 1 A 11:4

Recommended by Michael A. Bernard Mayor

Introduced by Aldermen _____

Aldermanic Action:

Presented to the Mayor for approval _____
Date

Approved _____ Mayor

Returned to City Clerk _____ Date
Attest _____ City Clerk



City of Chicopee, Massachusetts

Office of the City Treasurer

Ernest N. Laflamme, Jr.
City Treasurer

Jessica Hebert
Assistant City Treasurer

City Hall Annex - 274 Front Street - Chicopee, MA 01013

Tel: (413) 594-1560 Fax: (413) 594-1546

www.chicopeema.gov

Mayor Michael Bissonnette
17 Springfield Street
Chicopee, MA 01013

January 29, 2008

Dear Mayor Bissonnette,

I respectfully request that an order be submitted to the Board of Alderman move \$4,605.75 from the Assistant Treasurer Salary Account code 11450001-514020 to the Account code of Acting Assistant Treasurer. Thank you very much.

Sincerely,

Ernest Laflamme, Jr.
City Treasurer

Cc: Sharyn Riley, City Auditor

EL/jh

MLF # 3

No. _____



CITY OF CHICOPEE
MASSACHUSETTS

JANUARY 31, 2008

2008 FEB - 1 A 11:47
CITY CLERK'S OFFICE
CITY OF CHICOPEE

ORDERED THAT THE BOARD OF ALDERMEN ACCEPT THE DONATION OF FIFTY AND 00/100 DOLLARS (\$50.00) TO THE CHICOPEE PARKS AND RECREATION DEPARTMENT FOR YOUTH PROGRAMS. SAID DONATION IS FROM GERALDINE CONNOR IN MEMORY OF PAT MCNEAL AND IS IN ACCORDANCE WITH M.G.L. CHAPTER 44 SECTION 53A.

Recommended by Michael A. Burnett Mayor

Introduced by Aldermen _____

Aldermanic Action: _____

Presented to the Mayor for approval _____
Date

Approved _____ Mayor

Returned to City Clerk _____ Date
Attest _____ City Clerk

MLF #4

No. _____



CITY OF CHICOPEE MASSACHUSETTS

JANUARY 31, 2008

ORDERED THAT THE BOARD OF ALDERMEN ACCEPT THE DONATION OF TWENTY FIVE AND 00/100 DOLLARS (\$25.00) TO THE CHICOPEE PARKS AND RECREATION DEPARTMENT FOR YOUTH PROGRAMS. SAID DONATION IS FROM PATRICIA PAGE IN MEMORY OF PAT MCNEAL AND IS IN ACCORDANCE WITH M.G.L. CHAPTER 44 SECTION 53A.

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2008 FEB -1 A 11:47

Recommended by Michael J. Bismonte Mayor

Introduced by Aldermen _____

Aldermanic Action:

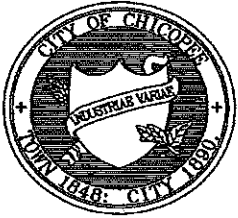
Presented to the Mayor for approval _____
Date _____

Approved _____ Mayor

Returned to City Clerk _____ Date _____
Attest _____ City Clerk

MLF # 5

No. _____



CITY OF CHICOPEE
MASSACHUSETTS

JANUARY 31, 2008

ORDERED THAT THE BOARD OF ALDERMEN ACCEPT THE DONATION OF TWENTY AND 00/100 DOLLARS (\$20.00) TO THE CHICOPEE PARKS AND RECREATION DEPARTMENT FOR YOUTH PROGRAMS. SAID DONATION IS FROM MARJORIE BROWN IN MEMORY OF PAT MCNEAL AND IS IN ACCORDANCE WITH M.G.L. CHAPTER 44 SECTION 53A.

CITY CLERK'S OFFICE
CITY OF CHICOPEE

2008 FEB - 11 A 11:47

Recommended by Michael Barrett Mayor

Introduced by Aldermen _____

Aldermanic Action: _____

Presented to the Mayor for approval _____
Date _____

Approved _____ Mayor

Returned to City Clerk _____ Date _____
Attest _____ City Clerk

MLF #6

No. _____



CITY OF CHICOPEE
MASSACHUSETTS

JANUARY 31, 2008

ORDERED THAT THE BOARD OF ALDERMEN ACCEPT THE DONATION OF TWENTY AND 00/100 DOLLARS (\$20.00) TO THE CHICOPEE PARKS AND RECREATION DEPARTMENT FOR YOUTH PROGRAMS. SAID DONATION IS FROM NANCY LAVELLE IN MEMORY OF PAT MCNEAL AND IS IN ACCORDANCE WITH M.G.L. CHAPTER 44 SECTION 53A.

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2008 FEB -1 A 11:47

Recommended by _____

Mayor

Introduced by Aldermen _____

Aldermanic Action:

Presented to the Mayor for approval _____
Date

Approved _____ Mayor

Returned to City Clerk _____ Date
Attest _____ City Clerk

MLF #7

NO. _____



CITY OF CHICOPEE MASSACHUSETTS

JANUARY 31, 2008

ORDERED THAT THE BOARD OF ALDERMEN ACCEPT THE DONATION OF ONE HUNDRED AND 00/100 DOLLARS (\$100.00) TO THE CHICOPEE PARKS AND RECREATION DEPARTMENT FOR YOUTH PROGRAMS. SAID DONATION IS FROM MARY MASUCCI IN MEMORY OF PAT MCNEAL AND IS IN ACCORDANCE WITH M.G.L. CHAPTER 44 SECTION 53A.

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2008 FEB -1 A 11:47

Recommended by Michael J. Bismuth Mayor

Introduced by Aldermen _____

Aldermanic Action:

Presented to the Mayor for approval _____
Date _____

Approved _____ Mayor

Returned to City Clerk _____ Date _____
Attest _____ City Clerk

MLF#8



CITY OF CHICOPEE
MASSACHUSETTS

AA

January 8, 2008

ORDERED THAT THE BOARD OF ALDERMEN ACTING PURSUANT TO MASSACHUSETTS GENERAL LAWS CHAPTER 40 SECTION 4A, AS AMENDED, AND UNDER ITS AUTHORITY AS GRANTED BY THE CITY CHARTER, AND UNDER ANY AND EVERY POWER AND AUTHORITY IT THEREUNTO ENABLING, HEREBY AUTHORIZES THE MAYOR TO ENTER INTO THE ATTACHED MASSACHUSETTS WATER/WASTEWATER AGENCY RESPONSE NETWORK AGREEMENT ON BEHALF OF THE CITY IN ORDER TO PARTICIPATE IN EMERGENCY RESPONSES REQUIRING THE ASSISTANCE OF OTHER MEMBER COMMUNITIES IN PROVIDING EQUIPMENT AND PERSONNEL IN SUCH EMERGENCIES.

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2008 FEB - 1 A 11:47

Recommended By Michael A. Bonin, Mayor

Introduced by Aldermen
Aldermanic Action:

Presented to the Mayor for Approval.....
Date

Approved.....
Date

Returned to City Clerk.....
Date

Attest.....City Clerk



CITY OF CHICOPEE

Law Department

City Hall • Market Square • 17 Springfield Street • Chicopee, MA 01013-2776 • Telephone (413) 594-1520 • Fax (413) 594-1524
E-mail • sphillips@chicopeema.gov

Susan C. Phillips
City Solicitor

William J. O'Grady
Thomas J. Rooke
Daniel P. Garvey
Christine J. Lessing
Kevin Q. Corridan
Associate City Solicitors

January 3, 2008

Mayor Michael Bissonnette
City Hall
17 Springfield Street
Chicopee, MA 01013

Dear Mayor Bissonnette,

I have enclosed for your review a copy of a proposed Massachusetts Water/Wastewater Agency Response Network agreement and a proposed Aldermanic order authorizing you to join this network on behalf of the City. Thank you for your attention to this matter.

Allen Ryczek and Tom Hamel of the Water Department and Waste Water Treatment Plant respectively, have each expressed interest in joining this network. This is for several reasons that include the possible need for accessing equipment possessed by other communities in the event of an emergency that we do not currently possess and would require a significant appropriation to acquire. This agreement would also allow us to comply with new Department of Environmental Protection regulations requiring equipment such as remote chlorinators, which we do not have, to be deployed as required by regulation.

I would request that the matter be placed on the agenda for the next Aldermanic meeting for the Board's consideration.

Thank you for your attention to this matter.

Sincerely,

Kevin Q. Corridan
Chicopee Law Department



CITY OF CHICOPEE
DEPARTMENT OF PUBLIC WORKS



Stanley W. Kulig, P.E.
Superintendent

Thomas Hamel
Chief Operator

November 28, 2007

Received

NOV - 3 2007

Chicopee Law Department

Susan Phillips
Law Department
Chicopee City Hall
17 Springfield Street
Chicopee, MA 01013

Dear Sue:

We would also like to join with the Water Department in becoming a member of the Mutual Aid Agreement "WARN (Water/Wastewater Agency Response Network).

The Water Department has sent a memorandum to you regarding this matter and requesting that you review and comment on this agreement and advise them on the necessary steps needed to adopt this agreement (copy attached).

We respectfully request that you also notify us of the proper steps that we must take to join this agreement.

As always, your assistance is greatly appreciated.

Sincerely,

A handwritten signature of Thomas Hamel in black ink.

Thomas Hamel
Chief Operator

Copies: Mayor Michael D. Bissonnette
Stanley W. Kulig, DPW Superintendent

S:\DATA\WORD97\OFFICE97\LETTERS\City Departments\Law Department 07 WARN.doc

Water Pollution Control

**CITY OF CHICOPEE
WATER DEPARTMENT**

27 Tremont Street • Chicopee, MA. 01013
Tel 413 / 594-3420 • Fax 413 / 594-3461

Allen J. Ryczek
WATER SUPERINTENDENT

MEMORANDUM

TO: Susan Phillips, City Solicitor
FROM: Allen J. Ryczek, Water Superintendent
DATE: November 27, 2007
SUBJECT: Mutual Aid Agreement (Water/Wastewater Agency Response Network "WARN")

Enclosed, please find the Massachusetts Water/Wastewater Agency Response Agreement (WARN) for your review.

It is the intent of the Chicopee Water Department to join this agreement.

After your review please comment; and if in favor, advise us on the necessary steps needed to adopt this agreement.

Sincerely,
BOARD OF WATER COMMISSIONERS



Allen J. Ryczek
Water Superintendent

Cc: Board of Water Commissioners
Thomas Hamel, Chief Operator

Received

NOV 29 2007

Chicopee La. . . .

Massachusetts Water/ Wastewater Agency Response Network (WARN)

AGREEMENT

This Agreement is made and entered into by Massachusetts water and wastewater provider agencies (in accordance with MGL c40, s. 4a), that have, by the execution of this Agreement, manifested their intent to participate in an Intrastate Water/Wastewater Agency Response Network (WARN).

ARTICLE I. PURPOSE

The mission of the signatories is to support and promote statewide emergency planning, preparedness, disaster response, and mutual assistance among water and wastewater utilities during emergencies.

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish the Massachusetts WARN. Through the Massachusetts WARN, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate WARN.

ARTICLE II. DEFINITIONS

A. Emergency—Any event that is beyond the control of the services, personnel, equipment, and facilities of an individual member utility that signs the Massachusetts WARN and that is declared an emergency by the utility's chief municipal officer or equivalent.

B. Member—Any public Water or Wastewater Utility that manifests intent to participate in the Massachusetts WARN by becoming a signatory to this Agreement.

C. Authorized Official—An employee of a Member that is authorized by the Member's governing board or management to request assistance or offer assistance under this Agreement.

D. Requesting Member—A Member who requests assistance under the Massachusetts WARN.

E. Assisting Member—A Member that responds to a request for assistance under the Massachusetts WARN.

F. Period of Assistance—A specified period of time when an Assisting Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart

from an Assisting Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

G. National Incident Management System (NIMS)—A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

ARTICLE III. COORDINATION

The Massachusetts WARN shall be administered through a Leadership Committee made up of authorized representatives designated by each Member.

The members shall annually elect a chair, vice-chair, and a secretary to assist in establishing plans and procedures. The Leadership Committee will provide planning and coordination before, during, and after an emergency. The Leadership Committee, under the leadership of the elected Chairperson, shall meet at least annually to address Massachusetts WARN issues and to review emergency preparedness and response procedures. A quorum shall be an absolute majority of its voting members. In addition to representing the interests of the Members, the Leadership Committee may include ex-officio, non-voting representatives from other agencies such as public health, public safety, and associations.

ARTICLE IV. PROCEDURES

In coordination with the Massachusetts Emergency Management Agency, the Leadership Committee shall develop operational and planning procedures for the Massachusetts WARN. These procedures shall be reviewed and/or updated at least annually.

ARTICLE V. REQUESTS FOR ASSISTANCE

Member Responsibility: Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain and update annually resource information made available by the utility for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from participating Members. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official(s) of the participating Member(s). Specific protocols for requesting aid shall be developed by the Leadership Committee.

Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

Discretion of Assisting Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the availability of resources. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VI.

RESPONDING MEMBER PERSONNEL

National Incident Management System: Operations shall be conducted using the National Incident Management System.

Control: Assisting Member personnel shall remain under the direction and control of the Assisting Member and their on-scene supervisor, who shall report to the Requesting Member using the principles of the Incident Command System. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Assisting Member(s).

Food and Shelter: The Requesting Member shall supply reasonable food and shelter for Assisting Member personnel. If the Requesting Member fails to provide food and shelter for assisting personnel, the Assisting Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the Assisting Member's per diem rates. The Requesting Member remains responsible for reimbursing the Assisting Member for all costs associated with providing food and shelter, if such resources are not provided.

Communication: The Requesting Member shall provide Assisting Member personnel with means of communication, as available.

Status: Unless otherwise provided by law, the Assisting Member's officers and employees retain the same privileges, immunities, rights, duties, permits, licenses, certificates, and benefits as provided in their respective jurisdictions.

Right to Withdraw: The Assisting Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible.

ARTICLE VII.

COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Assisting Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

Personnel: Assisting Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their current pay rate structure or employment contracts or other conditions of employment. The Assisting Member designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Assisting Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, indirect costs, overtime, travel expenses, food & shelter, and clothing. Note that these rates will vary from Member to Member.

Equipment: The Requesting Member shall reimburse the Assisting Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. The Assisting Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Assisting Member in a clean, damage-free condition. An Assisting Member may choose to waive any and all reimbursement fees.

Materials and Supplies: The Requesting Member must reimburse the Assisting Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Reusable supplies that are returned to the Assisting Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

Payment Period: The Assisting Member must provide an itemized bill to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Assisting Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance.

ARTICLE VIII.

DISPUTES

Parties shall settle disputes via a court of competent jurisdiction in the superior court of the county of the Requesting Member's community. However, if all parties to a dispute agree in writing, they may opt to submit the dispute to an arbitration proceeding in accordance with the Rules of the American Arbitration Association.

ARTICLE IX.
WORKER'S COMPENSATION CLAIMS

Members are responsible for providing their own worker's compensation benefits and administering worker's compensation.

ARTICLE X.
NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XI.
EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility's authorized representatives execute the agreement.

ARTICLE XII.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Leadership Committee Chair. Withdrawal will take effect 60 days after the appropriate officials receive notice.

ARTICLE XIII.
MODIFICATION

No provision of this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the agreement. Modifications require an absolute majority vote of the Members.

ARTICLE XIV.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

By: _____

Title: _____

Please Print Name

By: _____

Title: _____

Please Print Name

By: _____

Title: _____

Please Print Name

By: _____

Title _____

Please Print Name

By: _____

Title _____

Please Print Name

By: _____

Title _____

Please Print Name